

Full T&C's at menshealthman.com.au. Entrants must be 18+. Opens: 08/10/14 at 09:00 AEDT. Closes: 07/12/14 at 17:00 AEDT. Phase 1 finalists judged on 08/12/14. Total prize value is up to \$24,351.80. The Promoter is Pacific Magazines Pty Ltd (ABN 16 097 410 896).

Pacific Magazines Pty Ltd

Terms and Conditions – 2015 Men's Health Man Competition

General

1. Information on how to enter and prizes forms part of the Terms and Conditions. By entering, entrants accept these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to the Promoter and not to Facebook.
4. Entry is open to all residents of Australia over the age of 18 except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin. The Promoter is Pacific Magazines Pty Ltd, 8 Central Ave, Eveleigh NSW 2015 (ABN 16 097 410 896).
5. Entrants may enter only once and only one prize will be awarded per person in each stage of this competition as outlined in these terms and conditions.
6. Entrants are required to consult a medical professional to confirm suitability to participate in any physical challenge or associated event. Evaluation must be conducted at the entrant's cost. All entrants are obliged to immediately report any medical conditions, both pre-existing or arising during the promotion that could impact their ability to participate in the promotion to the Promoter. Entrants accept that there is an increased risk or injury, disability or death resulting from participation in this promotion and accept personal responsibility in preventing and minimising any risk.

Phase One: Call to enter

7. You may enter this competition with an original submission via the internet at www.menshealthman.com.au by following the online entry process. Online entries must be received by the Promoter prior to the competition close date and time.
8. You must attach the following to your online entry:
 - a) One (1) colour photo of yourself (each no larger than 1MB in size) of your head and upper body (shirt off)
 - b) In 50 words or less what is your greatest accomplishment and the talents and/or skills you're most proud of?
9. Entries must include all requested contact details and the material listed in clause 6 to be eligible to win.
10. The competition commences on **08/10/14** at **09:00 AEDT** and closes on **07/12/14** at **17:00 AEDT**.

Phase Two: 12 Phase One Finalists Selection

11. The Promoter will select twelve (**12**) Phase One Finalists from all valid entries. The twelve (12) Phase One Finalists will be judged on their entries based on their photos and written answer to the question outlined in clause 7 (above) by the judging panel at the Promoters premises on 08/12/14 from 11:00 AEDT.

Phase Two: 12 Phase One Finalists:

12. The twelve (**12**) Phase one Finalists will be notified on **Friday 12/12/14** by **17:00 AEDT**.
13. The twelve (12) Phase One Finalists will be invited to the Phase Two Event and receive:
 - 1 x return economy flight* from their nearest Australian capital city to Sydney (including transfers), valued at up to \$750

- 1 x two night's accommodation in a minimum three star hotel (up to \$300/night), valued at up to \$600
- daily breakfast, morning tea, lunch and dinner during the 2 day challenge will be provided.

***Flights are not available to finalists residing in NSW.**

Any other expenses not expressly mentioned in this clause will be at the sole expense of the Finalist.

Total Phase One Finalists Prize value is up to \$16,200.

Phase Two Event

14. Phase One Finalists will be required to fly to Sydney during **the third week of January 2015 for 2 days at the Phase Two Event. This date is yet to be confirmed and subject to change. The Phase One Finalists will be notified of this date on Friday 12/12/14 by 17:00AEDT.**

Over the following two days the 12 Phase one Finalists will be **required to participate in a photo shoot, a series of challenges and interviews with the Men's Health teams.** The finalists agree to participate in all reasonably requested editorial activities at the Phase Two event.

Phase Three: Selection of 6 Phase Two Finalists

15. On the basis of the results of the photo shoot, series of challenges and interviews at the Phase Two event, the panel of judges will determine the six **(6)** Phase Two Finalists.
16. The six (6) Phase Two Finalists **will be contacted by email or telephone by the Promoter** and announced to the public at www.menshealthman.com.au on **09/02/15.**
17. The six (6) Phase Two Finalists will be invited to the Men's Health Man Awards and each receive:
- 1 x return economy flight* from the finalists' nearest capital Australian city to Sydney (including transfers), valued up to \$750.
 - 1 x one night's accommodation in a minimum 3-star hotel in Sydney, valued at up to \$300.

***Flights are not available to finalists residing in NSW.**

Any other expenses not expressly mentioned in this clause will be at the sole expense of the Finalist.

Winners must be available to travel to Sydney for the Men's Health Man Award night in Sydney during the week commencing 30/03/15.

Total Phase Two Finalists prize value: \$6,300

Major Awards

18. The winners of the 2015 Australian **Men's Health Man Award, in partnership with Lynx winners** will be unveiled at the exclusive Sydney Event (Major award Event). The Men's Health Man Award winner will be judged based on their photo shoot, interviews and participation in the Phase Two event by the judging panel comprised of the Men's Health Editorial team. Winners will not be disclosed prior to this Event. The Event will take place in the week commencing **Monday 30 March 2015.** The date of the Event will be announced to the 6 Phase Two Finalists at least 4 weeks prior to the Event, to sufficiently allow for transport and work arrangements to be scheduled. The Promoter has sole discretion to choose and change the event date and location.

19. There is one (1) Major Award Winner:

The 2015 Australian Men's Health Man Award winner receives:

- Appearance on the cover of the May 2015 issue of *Men's Health* and feature in a major story in the same issue (invaluable)
- 1 x SEIKO Prospex Kinetic Divers watch valued at \$1,100
- 1 x two-year subscription to *Men's Health* magazine, valued at \$214.80

Total major prize value is \$1314.80

Major Runners Up

20. **The five (5) Phase two Finalists who do not win an award ("Major Runners up") will each receive, at the Sydney Event:**
- 1 x one-year subscription to *Men's Health* valued at \$107.40.

The total Major Runners up prize value is \$537.00

Total max prize value for the entire Men's Health man competition is up to \$24,351.80

Winner notification

21. The major award winner will be published in *Men's Health* May issue and online at www.menshealthman.com.au on **01/04/15**.

Further Terms and Conditions

22. The Promoter reserves the right to disqualify or suspend any individual or individuals from the promotion on any reasonable grounds. Reasonable grounds may include a suspicion of cheating, inappropriate behaviour during or outside of the promotion, conduct likely to offend any individual or concern over the health or safety of any individual. The Promoter's decision in relation to this aspect is final and binding upon all parties concerned.
23. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the competition. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
24. The Promoter reserves the right to test entrants for illegal substances and stimulants at any stage of the competition and it is a condition of entry that you agree to be tested in such a way. The Promoter reserves the right to immediately disqualify any entrant/finalist/winner found to be in breach of this condition. Any disqualified entrant will not be eligible to claim any further prizes. The Promoter also reserves the right to conduct a Criminal Record check on entrants and may disqualify any entrant from the competition that does not, to the satisfaction of the Promoter, pass such a test. The Promoter's decision is final and no correspondence will be entered into.
25. Flight portion of the prize(s) not available to the winner if they reside in the same state of the prize event. For clarity, winners that reside in NSW are not eligible to receive the flight portion of the prize for phase one, phase 2, phase 3 or the major award event.
26. Accommodation is twin share standard room. Travel arrangements to and from the winner's home and their nearest capital city airport do not form part of the prize unless expressly stated in these terms & conditions and are the responsibility of the winner and their travelling companions. Eligible Australian capital cities include, Melbourne, Brisbane, Adelaide, Darwin, Hobart, Canberra and Perth. The winner must travel on the same flights and itinerary as their travelling companions. The travel prize cannot be used as part payment for another airfare package. Frequent flyer miles cannot be accrued on this prize. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply. Embargo restrictions apply during certain periods. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).
27. In the event that, for any reason whatsoever, an entrant or winner does not take an element of the prize or participate in an element of an event at the dates and times stipulated by the Promoter then that individual may be disqualified or suspended from the Promotion and will forgo any claim they have to any prize or award.
28. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, , gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.
29. By entering the competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
30. If for any reason this competition is not capable of running as planned including infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affect the administration security, fairness, integrity or proper conduct of this competition, the

Promoter [subject to state and territory legislation] reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the competition. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur during the draw; whilst undertaking any travel won on or connected with their entry into the draw; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.

31. Photos that are copyrighted can not be submitted unless you have permission from the photographer/owner. Photos cannot be returned. By entering the competition entrants agree and understand that their written entries and/or photos may be used for promotional purposes without any further reference, payment or other compensation to the entrant and/or owner of the photograph.
32. All entrants must submit ONLY their own original answers and works. Any such answers or works cannot be previously published in any forum worldwide. The winner agrees to irrevocably and unconditionally assign to the Promoter all of his/her right, title and interest (including without limitation all intellectual property rights such as present and future copyright) in and to the entry. The winner may be required to enter into an agreement with the Promoter whereby the winner formalises the assignment to the Promoter of all copyright and any other intellectual property rights in the entry and releases the Promoter from any liability arising from the use by the Promoter (or any of its assignees and licensees) of the entry. This contract may include any other provision the Promoter deems relevant. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the work or designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term.
33. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
34. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
35. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
36. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
37. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over mobile telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated

- in their original entry. The Promoter and its associated agencies, and companies associated with this competition will take no responsibility for prizes damaged or lost in transit.
38. Lynx may approach finalists to take part in marketing or advertising activities. If this is the case Lynx will enter into separate agreements with each representative for any activity that is not linked to Men's Health or Men's Health Man.
 39. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Pacific Magazines Pty Ltd ("Pacific") and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners) and, **if you consent, for the purpose of Pacific and Lynx sending you promotional and direct marketing material in relation to its magazines and products and services available through Pacific and its business partners** for related purposes which would reasonably be expected without your permission. For example, we may from time to time use your personal information to provide you with information about products and services which we expect may be of interest to you. However, we do respect your right to direct us not to do this if and when any future communication is sent to you by the Promoter. We do not sell personal information to other organisations. We may disclose personal information to essential service providers who provide services in connection with our products and services. You may request access to your personal information by writing to The Privacy Officer, Legal Compliance Department, Pacific Magazines Pty Ltd, 8 Central Ave, Eveleigh NSW 2015.
 40. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
 41. The Promoter reserves the right to reasonably amend or vary these Conditions of Use at its sole discretion at any time and without notice if it believes that such an amendment is necessary to ensure the fair and proper conduct of this competition and to ensure that entrants have an equal chance of winning a prize.
 42. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
 43. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.

If your competition is running online, this online brief must be provided to your online content producer for uploading.

Please delete if not running online

All of the following fields must be mandatory so entrant cannot continue until completed.

- Please have the codeword "**xxxxx**" in a dropdown box where only one codeword can be entered at anytime. (Codewords are not relevant to all comps)
- first name, surname, street address, suburb, post code, state, contact number.
- For 'country' field, **'Australia'** should be the only option as the comp is not open to NZ residents.
- Leave adequate space for answers; All fields must be completed for entry to be eligible.
- Please tick the box below if you wish to receive promotional material from Pacific Magazines and its related Pacific companies about future products & services.

q Mail
q Email

